

**INFORMATION NOTICE FOR THE COMPREHENSIVE ASSISTANCE POLICY NO. 10669****HOW TO CONTACT OUR ASSISTANCE DEPARTMENT****MUTUAIDE ASSISTANCE**

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX  
7 days a week – 24 hours a day

- **by telephone from France: 01.45.16.87.30**  
(*Non-premium rate call, cost depending on operator, call likely to be recorded*)
- **by telephone from abroad: +33.1.45.16.87.30**  
(*Non-premium rate call, cost depending on operator, call likely to be recorded*)
- **by fax: 01.45.16.63.92**
- **by email: [voyage@mutuaide.fr](mailto:voyage@mutuaide.fr)**

**So that we can assist you in the best possible conditions, remember to gather the following information before you place your call:**

- Your policy number,
- Your last name and first name,
- Your home address,
- The country, city or locality you are in at the time of the call,
- Specify the exact address (number, street, hotel if applicable, etc.),
- The telephone number where we can reach you,
- The nature of your problem.

**During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Assistance Department.**

**HOW TO CONTACT OUR INSURANCE DEPARTMENT****GBC MONTAGNE**

298, Avenue Maréchal Leclerc  
73700 BOURG ST MAURICE

Monday to Friday from 08:30 to 12:00 / 13:30 to 17:30

- **by telephone from France: 04.79.07.30.70**  
(*Non-premium rate call, cost depending on operator, call likely to be recorded*)
- **by telephone from abroad: +33.4.79.07.30.70 preceded by the local code for international calls**  
(*Non-premium rate call, cost depending on operator, call likely to be recorded*)
- **by e-mail : [agigliotti@gbc-mountain.com](mailto:agigliotti@gbc-mountain.com)**

**Remember to gather the following information that will be requested during your call:**

- Your policy number,
- Your last name and first name,
- Your home address,
- The telephone number where we can reach you,
- The reason for your declaration.

**During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Insurance Department.**

## TABLE OF COVER

INSURANCE COVER	UPPER LIMIT
<b>1 / CANCELLATION</b>	
<ul style="list-style-type: none"> <li>✓ <b>Cancellation for medical reasons (A1)</b></li> <li>✓ <b>Cancellation for other causes (dismissal on economic grounds, damage to or theft from private/professional premises, granting of a job or an internship) (A2)</b></li> </ul>	<ul style="list-style-type: none"> <li>(A1) €12 000 per person and €30,000 per event</li> <li>(A2) €12,000 per person and €30,000 per event</li> </ul>
<b>2 / LUGGAGE (B)</b>	(B) €800
<ul style="list-style-type: none"> <li>✓ <b>Precious objects (B1)</b></li> <li>✓ <b>Items acquired during the trip (B2)</b></li> <li>✓ <b>Deductible in case of damage to luggage (B3)</b></li> </ul>	<ul style="list-style-type: none"> <li>(B1) 50%, i.e. €400</li> <li>(B2) 20%, i.e. €600</li> <li>(B3) €50 per suitcase</li> </ul>
<b>3 / INTERRUPTION OF STAY COSTS</b>	
<ul style="list-style-type: none"> <li>✓ <b>Reimbursement of unused ground services on a pro rata basis (excluding transport) (C)</b></li> </ul>	(B) €12,000 per person and €30,000 per event
ASSISTANCE COVER	UPPER LIMIT
<b>1 / REPATRIATION ASSISTANCE</b>	
<ul style="list-style-type: none"> <li>- <b>Repatriation or medical transport (A)</b></li> <li>- <b>Repatriation of accompanying persons (B)</b></li> <li>- <b>Repatriation of children under the age of 18 (C)</b></li> <li>- <b>Visit of a relative (D)</b></li> <li>- <b>Extension of stay (E)</b></li> <li>- <b>Continuation of stay (F)</b></li> <li>- <b>Medical expenses outside the country of residence</b></li> </ul>	<ul style="list-style-type: none"> <li>(A) Actual costs</li> <li>(B) Return ticket *</li> <li>(C) Two-way ticket *</li> <li>(D) Round-trip ticket *+ Hotel costs €80 per night / Max 10 nights</li> <li>(E) Hotel costs €80 per night / Max 4 nights</li> <li>(F) Return ticket *</li> <li>(G1) €75,000</li> <li>(G2) €152,500</li> <li>(G3) €30</li> <li>(G4) €300</li> </ul>

<ul style="list-style-type: none"> <li>- <b>Shipment of medicines abroad</b> (H)</li> <li>- <b>Repatriation of body</b> <ul style="list-style-type: none"> <li>✓ Repatriation of body (I1)</li> <li>✓ Funeral expenses necessary for transport (I2)</li> </ul> </li> <li>- <b>Death formalities</b> (J)</li> <li>- <b>Early return</b> (K)</li> <li>- <b>Replacement driver</b> (L)</li> <li>- <b>Legal assistance abroad</b> <ul style="list-style-type: none"> <li>✓ Advance payment of bail (M1)</li> <li>✓ Payment of lawyers' fees (M2)</li> </ul> </li> <li>- <b>Search and rescue costs</b> (N)</li> <li>- <b>Transmission of urgent messages</b> (O)</li> <li>- <b>Advance of funds (only abroad)</b> (P)</li> </ul>	<ul style="list-style-type: none"> <li>(H) Shipping costs</li> <li>(I1) Actual costs (I2) €2,500</li> <li>(J) Round-trip ticket * + Hotel expenses €80 per night / Max 2 nights</li> <li>(K) Return transport ticket * + taxi costs</li> <li>(L) Transport ticket * or Driver</li> <li>(M1) €15,300 (M2) €4,000</li> <li>(N) €15,300</li> <li>(O) Actual costs</li> <li>(P) €2,300</li> </ul>
<p><b>2 / ADDITIONAL PERSONAL ASSISTANCE</b></p> <ul style="list-style-type: none"> <li>- <b>Home help</b> (a)</li> </ul>	(a) 10 hours

\* first class train or economy class air travel

**ARTICLE 1 – DEFINITIONS AND SCOPE****We, the Insurer**

MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. Public limited company (*société anonyme*) with share capital of €15,180,660 – Company governed by the French Insurance Code – Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – Bobigny Trade and Companies Register no. 383 974 086 – VAT No. FR 31 383 974 086.

**Attack**

Any act of violence, constituting a criminal or illegal attack on persons and/or property in the country in which you are staying, with the aim of seriously disturbing public order through intimidation and terror and which is the subject of media coverage.

This “attack” must be recorded by the French Ministry of Foreign Affairs or the Ministry of the Interior.

If several attacks take place on the same day, in the same country, and if the authorities consider it one and the same coordinated action, this event will be considered one and the same event.

**Insured**

Natural person or group duly insured under this policy and hereinafter referred to as “you”.

**Luggage**

Travel bags, suitcases, trunks and their contents, excluding the clothing items you wear.

**Injury**

Sudden alteration of health resulting from the sudden action of an external cause which is unintentional on the part of the victim as determined by a competent medical authority

**Natural disaster**

Abnormal intensity of a natural agent not resulting from human intervention. A phenomenon, such as an earthquake, volcanic eruption, tidal wave, flood or natural cataclysm, caused by the abnormal intensity of a natural agent, and recognised as such by the public authorities.

**Definition of personal assistance**

Personal assistance includes all benefits provided in the event of illness, injury or death of the covered persons during a covered trip.

**Covered trip**

Stay for which you are insured and have paid the corresponding premium, with a maximum duration of 90 consecutive days.

**Home**

The home is considered to be the principal and usual place of residence in France, in the French overseas departments and territories (DOM-ROM COM) and *sui generis* local authorities or in Europe. In the event of a dispute, the tax domicile constitutes the domicile.

**Duration of cover**

- The “Cancellation” cover takes effect on the day you take out the insurance policy and expires on the day of your departure for the trip.
- The validity period of the other cover corresponds to the dates of the stay indicated on the invoice issued by the tour operator, with a maximum period of 90 consecutive days.

**Abroad**

Any country outside your home country.

**Europe**

Europe means the following countries: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Gibraltar, Hungary, Greece, Ireland, Italy and Islands, Liechtenstein, Latvia, Lithuania, Luxembourg, Malta, Metropolitan France, Principality of Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, San Marino, Spain, Sweden, Switzerland, and the United Kingdom.

**Events covered for assistance**

Illness, injury or death during a covered trip.

**Events covered for assurance**

- ✓ Cancellation
- ✓ Theft, destruction, loss of Luggage, late delivery of Luggage
- ✓ Interruption of stay

**Performance of services**

The services covered by this agreement may only be triggered with the prior agreement of MUTUAIDE ASSISTANCE. Consequently, no expenditure incurred under the Insured Parties' authority may be reimbursed by MUTUAIDE ASSISTANCE..

**Deductible**

Share of the loss for which the Insured is responsible under the policy in the event of compensation following a loss. The deductible may be expressed in amount, percentage, day, hour or kilometre.

**Illness**

Sudden and unpredictable alteration of health certified by a competent medical authority.

**Maximum per event**

In the event that the cover applies to several Insured Parties who are victims of the same event and insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

**Family Members**

Your legal or *de facto* spouse or any person linked to you by a Civil Union, your ascendants or descendants or those of your spouse, your father-in-law, mother-in-law, brothers, sisters, including the children of the spouse or cohabiting partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, or those of your spouse. They must be domiciled in the same country as you unless contractually stipulated otherwise.

**We organise**

We take the necessary steps to give you access to the service.

**We take care of**

We finance the service.

**Invalidity**

Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

**Precious objects**

Pearls, jewellery, watches, fur worn, as well as any device for reproducing sound and/or image and their accessories, hunting rifles, fishing equipment, laptop computers.

**Mediterranean countries**

Bosnia Herzegovina, Montenegro, Albania, Turkey, Syria, Lebanon, Israel, Palestine, Egypt, Libya, Tunisia, Algeria, Morocco.

**Loss**

Random event likely to trigger the cover under this policy.

**Territoriality**

Entire world.

**ARTICLE 2 – DESCRIPTION OF INSURANCE COVER****1/ CANCELLATION****CANCELLATION FOR MEDICAL REASONS**

Cover applies to you for the reasons and circumstances listed below, to the exclusion of all others, within the limit indicated in the Table of Cover:

- **Serious illness, serious bodily injury or death, including the consequences, after-effects, complications or worsening of an illness or accident, recorded before you booked your trip of:**

- you, your legal or *de facto* spouse, ascendants or descendants (any degree), your guardian or any person ordinarily living under your roof,
- your brothers, sisters, including the children of the spouse or common-law partner of one of your direct ascendants, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, fathers-in-law, mothers-in-law,
- your professional replacement appointed at the time of subscription,
- the person designated at the time of taking out this policy, responsible during your trip for keeping or accompanying your minor children on holiday, or the disabled person living under your roof, provided that there is hospitalisation of more than 48 hours or death.

- **Pregnancy complications up to the 28th week.**

- ✓ and which result in the absolute cessation of any professional or other activity and provided that at the time of departure you are not more than 6 months pregnant or,
- ✓ if the very nature of the trip is incompatible with the pregnancy, provided that you are not aware of your condition at the time of registration.

**It is your responsibility to establish the reality of the situation entitling you to our services, so we reserve the right to refuse your request, on the advice of our doctors, if the information provided does not prove the materiality of the facts.**

**CANCELLATION FOR OTHER CAUSES**

Cover applies to you for the reasons and circumstances listed below, to the exclusion of all others, within the limit indicated in the Table of Cover:

- **Serious property damage** requiring your presence on the scheduled day of departure to take the necessary precautionary measures, following a fire, water damage or natural elements and affecting more than 50% of your private or professional premises.
- **Theft from private or business premises**, requiring your presence on the day of departure, provided that it occurred within 48 hours prior to the departure on the trip.
- **Your dismissal for economic reasons** or that of your legal or *de facto* spouse, provided that the procedure has not been initiated on the day this Policy was taken out and/or that you were not aware of the date of the event at the time the Policy was taken out.
- **Obtaining a salaried job or a paid internship**, taking effect before or during the dates scheduled for your trip, while you were registered with Pôle Emploi, provided that this is not a case of extension, renewal or modification of the type of contract or an assignment provided by a temporary employment agency.
- **Cancellation for a covered reason** by one or more persons registered at the same time as you (Maximum 2) and insured under this policy. If you wish to make the trip alone, additional costs are taken into account, without our reimbursement exceeding the amount due in the event of cancellation on the date of the event.

**AMOUNT OF THE COVER**

The compensation paid pursuant to this Policy may not under any circumstances exceed the price of the trip declared at the time of taking out this Policy and within the limits provided for in the Table of Cover.

We will reimburse you for the amount of cancellation fees charged according to the conditions of the cancellation scale listed in the general terms and conditions of the travel agency.

Administrative fees of less than €50, tip, visa fees and the premium paid in return for taking out this policy are not reimbursable.

**HOW LONG DO YOU HAVE TO REPORT A CLAIM?****Two steps**

1/ Upon the first manifestation of the illness or upon becoming aware of the event giving rise to the cover, you must notify **your travel agency IMMEDIATELY**.

**If you cancel the trip at a later date with your travel agency, we will only reimburse you for the cancellation costs from the date of the contraindication confirmed by a competent authority, in accordance with the cancellation scale set out in the travel agency's special terms and conditions of sale.**

2/ You must report the loss to GBC MONTAGNE – Insurance Department, within five working days of the event giving rise to the cover.

**WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A CLAIM?****Your written claim must be accompanied by:**

- in the event of illness or accident, a medical certificate and/or hospital administrative bulletin specifying the origin, nature, severity and foreseeable consequences of the illness or accident,
- in the event of death, a certificate and the civil status sheet,
- in other cases, any acknowledgment justifying the reason for your cancellation.

**You must provide GBC MONTAGNE – Insurance Department with the medical documents and information required to examine your file, using the pre-printed "Medical Department" envelope, which we will send you upon receipt of the claim form, as well as the medical questionnaire to be completed by your doctor.**

**If you do not have these documents or information, you must obtain them from your doctor and send them in the pre-printed envelope referred to above to GBC MONTAGNE – Insurance Department.**

**You must also send any information or documents requested to justify the reason for your cancellation, and in particular:**

- ✓ all photocopies of prescriptions prescribing medicines, analyses or examinations as well as all documents justifying their issuance or execution, and in particular the sickness sheets containing, for the prescribed medicines, a copy of the corresponding labels,
- ✓ statements from Social Security or any other similar body, relating to the reimbursement of treatment costs and the payment of daily allowances,
- ✓ the original of the paid invoice for the debit you are required to pay to the travel agency or which the latter retains,
- ✓ the number of your insurance policy,
- ✓ the registration form issued by the travel agency,
- ✓ in the event of an accident, you must specify the causes and circumstances and provide us with the names and addresses of those responsible, as well as, where applicable, witnesses,
- ✓ and any other necessary documents.

In addition, it is expressly agreed that you accept in advance the principle of an inspection by our medical advisor. Therefore, if you object to this without legitimate reason, you will lose your rights to coverage.

#### WHAT WE EXCLUDE

The Cancellation cover does not cover the impossibility of leaving due to the material organisation, accommodation conditions or security conditions of the destination.

In addition to the exclusions common to all coverage, the following are also excluded:

- ◆ An event, illness or accident that has been the subject of an initial observation, relapse, worsening or hospitalisation between the date of purchase of the stay and the date of taking out the insurance policy,
- ◆ Any circumstance that is simply detrimental to enjoyment,
- ◆ Pregnancy including its complications beyond the 28th week and in all cases, the voluntary termination of pregnancy, childbirth, in vitro fertilisation and their consequences,
- ◆ Failure to vaccinate,
- ◆ Failure of any kind, including financial, of the carrier making it impossible to perform its contractual obligations,
- ◆ Lack of or excess snow,
- ◆ Any medical event whose diagnosis, symptoms or cause are of a psychological or psychiatric nature, and which has not resulted in hospitalisation for more than 3 consecutive days subsequent to taking out this Policy,
- ◆ Pollution, the local health situation, natural disasters covered by the procedure referred to in Law No. 82.600 of 13 July 1982 as well as their consequences, weather or climatic events,
- ◆ The consequences of criminal proceedings to which you are subject,
- ◆ Any other event occurring between the date of taking out the insurance policy and the departure date of your trip,
- ◆ Any event occurring between the date on which the trip was arranged and the date on which the insurance policy was taken out.
- ◆ The absence of a hazard,
- ◆ An intentional and/or reprehensible act by law, the consequences of alcohol conditions and the consumption of drugs, any narcotic substance mentioned in the French Public Health Code, medicines and treatments not prescribed by a doctor,
- ◆ Simply because the geographical destination of the trip is not recommended by the French Ministry of Foreign Affairs,
- ◆ Your negligent act,
- ◆ Any event for which the travel agency may be responsible pursuant to the Tourism Code in force,
- ◆ Non-presentation, for any reason whatsoever, of documents essential for the stay, such as passport, identity card, visa, travel documents, vaccination booklet except in the event of theft, within 48 hours prior to departure, of the passport or identity card.

#### 5/ LUGGAGE

We cover, up to the amount specified in the Table of Cover, your Luggage, objects and personal belongings, carried with you or purchased during your trip, outside your primary or secondary place of residence in the event of:

- theft,
- total or partial destruction,
- loss during transport by a transport company.

**WHAT ARE THE LIMITS OF OUR COVER?**

For precious objects, the reimbursement value may not under any circumstances exceed the amount indicated in the Table of Cover.

In addition, the objects listed above are only covered against theft characterised and duly declared as such to a competent authority (police, gendarmerie, transport company, purser, etc.).

- Theft of jewellery is covered ONLY when it is placed in a safety deposit box or when you are wearing it.
- Theft of all sound and/or image reproduction equipment and accessories is covered ONLY when they are placed in a safety deposit box or carried by you.

If you use a private car, the risk of theft is covered as long as your Luggage and personal effects are locked in the boot of the vehicle and out of sight. Only theft by forced entry is covered.

If the vehicle is parked on the public highway, cover only applies between 7 a.m. and 10 p.m.

**WHAT WE EXCLUDE**

In addition to the exclusions common to all coverage, the following are also excluded:

- ◆ Theft of Luggage, personal effects and objects left unattended in a public place or stored in premises shared by several people,
- ◆ Theft of any sound and/or image reproduction equipment and their accessories if they have not been placed in a locked safety deposit box, while they are not being carried, which means that such equipment is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- ◆ Forgotten, lost (except by a transport company) or exchanged items,
- ◆ Theft without forced entry duly recorded and reported by an authority (police, gendarmerie, transport company, purser, etc.),
- ◆ Accidental damage due to the leaking of liquids, greasy, colouring or corrosive substances contained in your Luggage,
- ◆ Confiscation of property by the Authorities (customs, police),
- ◆ Damage caused by moths and/or rodents as well as burns from cigarettes or a non-incandescent heat source,
- ◆ Theft from any vehicle without a boot,
- ◆ Collections, samples from sales representatives,
- ◆ Theft of or forgotten, lost or damaged cash, documents, books, tickets and credit cards,
- ◆ Forgotten, lost or damaged official documents: passport, identity card, residence permit, vehicle registration document and driving licence,
- ◆ Theft of jewellery if it has not been placed in a locked safety deposit box when it is not being worn, which means that jewellery is not covered when it is entrusted to a transport company of any kind (air, sea, rail, road, etc.),
- ◆ Breakage of fragile objects such as porcelain, glass, ivory, pottery and marble,
- ◆ Indirect damage such as depreciation and loss of use,
- ◆ The objects designated below: any prosthesis, apparatus of any kind, trailers, securities, paintings, glasses, contact lenses, keys of any kind, documents recorded on tapes or films as well as professional equipment, mobiles, musical instruments, food products, lighters, pens, cigarettes, alcohol, works of art, beauty products and photo films.

**WHAT AMOUNT DO WE PAY?**

The amount indicated in the Table of Cover constitutes the maximum reimbursement for all claims occurring during the cover period.

**HOW IS YOUR INDEMNITY CALCULATED?**

In the event of total or partial destruction, or in the event of loss during transport by a transport company, you will be compensated on the basis of proof and on the basis of the replacement value by equivalent objects of the same nature, less depreciation.

During the first year from the date of purchase, the refunded amount will be equal to the purchase value of the Luggage or the Valuable. The following year, the refunded amount will be calculated up to 75% of the purchase price. In subsequent years the value will be reduced by an additional 10%.

In the event of theft, you will be compensated on presentation of proof and on the basis of the replacement value by equivalent objects of the same nature.

**Under no circumstances shall the proportional capital rule provided for in Article L.121-5 of the French Insurance Code be applied.**

**Our reimbursement will be made less any reimbursement obtained from the transport company and the deductible.**

**WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

The claim must reach GBC MONTAGNE - Insurance Department within five working days, except in the event of unforeseen circumstances or force majeure; if this period is not respected and we suffer a loss, you will lose all right to compensation.

The claim must be accompanied by the following:

- ✓ Receipt of a complaint lodged in the event of theft or a declaration of theft made to a competent authority (police, gendarmerie, transport company, purser, etc.) in the case of theft during the stay or loss by a transport company,
- ✓ The loss or destruction report drawn up with the carrier (sea, air, rail, road) when the Luggage or objects have been lost, damaged or stolen while in the legal custody of the carrier,
- ✓ A copy of the list of items reported damaged or stolen, given to the transport company,
- ✓ The letter of reimbursement from the airline or transport company stating the compensation paid to you,
- ✓ The original proof of purchase for damaged or stolen objects,

**If these documents are not presented, you may forfeit your rights to compensation.**

**The sums insured cannot be considered as proof of the value of the property for which you are claiming compensation, nor as proof of the existence of such property.**

**You are required to prove, by any means in your power and by any documents in your possession, the existence and value of this property at the time of the loss, as well as the extent of the damage.**

**If you knowingly use inaccurate documents or use fraudulent means or make inaccurate or reticent statements as justification, you will forfeit any right to compensation, without prejudice to the proceedings that we would then be entitled to bring against you.**

#### **WHAT HAPPENS IF YOU COLLECT ALL OR PART OF THE LUGGAGE, OBJECTS OR PERSONAL BELONGINGS?**

You must notify GBC MONTAGNE - INSURANCE DEPARTMENT, immediately by registered letter, as soon as you are informed:

- if we have not yet paid you the compensation, you must take back possession of the said Luggage, objects or personal belongings; we are then only required to pay for any damage or missing items.
- if we have already compensated you, you may opt within 15 days:
  - ✓ either for the abandonment of said Luggage, objects or personal belongings for our benefit,
  - ✓ or for the recovery of said Luggage, objects or personal belongings return for the compensation you have received less, where applicable, the part of this compensation corresponding to the damage or missing items.

If you have not chosen within 15 days, we consider that you are opting for abandonment.

#### **6/ INTERRUPTION OF STAY COSTS**

Following your medical repatriation organised by MUTUAIDE ASSISTANCE or by any other assistance company, we will reimburse you and the members of your family who are covered or of a person who is a member under this policy accompanying you, the accommodation costs already paid and not used (transport not included) pro rata, from the night following the event leading to medical repatriation or hospitalisation on site.

Similarly, if a member of your family not taking part in the trip suffers from a serious illness, a serious bodily accident or death, and as a result you must interrupt your stay and we proceed with your repatriation, we reimburse you and your member family members or a person accompanying you, pro rata, the accommodation costs already paid and not used (not including transport) from the night following the date of early return.

We also intervene in the event of theft, serious fire damage, explosion, water damage, or caused by the forces of nature to your professional or private premises, and necessarily involving your presence to take the necessary protective measures, we reimburse you and the members of your family who are covered or a person accompanying you, pro rata, the accommodation costs already paid and not used (transport not included) from the night following the date of early return.

**This cover cannot be combined with the “Compensation Trip” cover.**

#### **WHAT WE EXCLUDE**

**In addition to the exclusions common to all cover, the following are also excluded:**

- ◆ Claims for reimbursement of transport tickets,
- ◆ Claims for reimbursement of services not listed on the travel registration form and therefore not covered (even if these services are purchased from the local representative of the organiser on site),
- ◆ Interruptions of stay for which the triggering event was known before the start of the trip.

#### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

You must report your claim to MUTUAIDE - Insurance Department within five working days of becoming aware of it, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late declaration, you lose any right to compensation.

You must send us all the documents necessary to compile the file and thus prove the merits and the amount of the claim.

In any case, you must provide:

- The originals of the tour operator's detailed invoices showing the land services and the transport services,
- The travel registration invoice or the agency's registration form,
- A certificate or proof from the Assistance Company confirming the date of repatriation or early return and the reason therefor,
- Any other document that we deem necessary for processing the application.

**Without the communication to our medical advisor of the medical information necessary for the investigation, the file cannot be settled.**

#### **COVER EXCLUSIONS**

**In addition to the exclusions common to all coverage, the following are also excluded:**

- ✓ An increase in the price of your trip following the booking of new services or the modification of your initial booking;
- ✓ An increase in the price of your trip following a failure of any kind, including financial, of the organiser of your trip or the carrier making it impossible to perform its contractual obligations.

**Intervention threshold:** We cover additional costs incurred between the booking date and the date of payment of the balance, provided that this date is at least 30 days before departure and that the amount of the price increase exceeds the amount shown in the Table of Cover Amounts.

#### **WHAT ARE YOUR OBLIGATIONS IN THE EVENT OF A LOSS?**

You must report your claim to GBC MONTAGNE - Insurance Department within five working days of becoming aware of it, except in cases of unforeseeable circumstances or force majeure. After this period, if we suffer a loss as a result of the late declaration, you lose any right to compensation.

You must send us all the documents necessary to compile the file and thus prove the merits and the amount of the claim.

In any case, you must provide:

- The organiser's invoice or the initial booking form,
- A photocopy of the registered letter or invoice drawn up by the tour operator notifying the revision of the tour price,
- Confirmation of payment of the amended invoice.

In addition, for a rise in currency:

- the exchange rate used (for the price of the trip and the date on which it was calculated),

- the exchange rate used to calculate the readjustment, and the date of the readjustment,
- the portion of the overall price affected by the rise in currency (in percentage terms and in euros).

### **ARTICLE 3 – DESCRIPTION OF PERSONAL ASSISTANCE COVER**

You are ill, injured, or die during a covered trip. We intervene under the following conditions:

#### **REPATRIATION OR MEDICAL TRANSPORT:**

You are sick or injured during a covered trip. We will organise and pay for your repatriation to your Domicile or to a hospital close to you.

Only medical requirements are taken into account when determining the date of repatriation, the choice of the means of transport or the place of hospitalisation.

The repatriation decision is taken by our medical advisor, after consulting the general practitioner and possibly the family physician.

During your repatriation, and on the recommendation of our medical advisor, we will organise and pay for the transport of a companion by your side.

**Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance cover.**

#### **REPATRIATION OF ACCOMPANYING PERSONS**

You are medically repatriated, or you die during a covered trip.

If they cannot return by the means initially provided, we will organise and pay for the transport to the home of the beneficiary family members or an insured person accompanying you when the event occurs, by first class train or economy class airline.

#### **REPATRIATION OF CHILDREN UNDER THE AGE OF 18**

If you are ill or injured and no one is able to take care of your children under the age of 18, we organise and pay for the return trip by first class train or economy class airline, of a person of your choice or one of our hostesses to take them home or that of a member of your family.

#### **VISIT OF A RELATIVE**

You are hospitalised on site by decision of our medical team, before your medical repatriation, for a period of more than five days. We organise and pay for a two-way first class train ticket or economy class air ticket for a member of your family residing in the same country as you, as well as their accommodation expenses (room, breakfast) so that they can come to your bedside.

We will cover his/her accommodation up to the amount indicated in the Table of Cover.

**Costs of meals or other expenses shall in all cases be borne by this person.**

**This cover cannot be combined with the “Repatriation of accompanying persons” cover.**

### **EXTENSION OF STAY**

You are hospitalised during a covered trip and our doctors consider that this hospitalisation is necessary beyond your initial return date.

We cover the accommodation costs (room and breakfast) of your beneficiary family members or an insured companion to stay at your bedside, up to the amount indicated in the Table of Cover.

Only medical requirements are taken into account when granting this cover.

**Costs of meals or other expenses shall in all cases be borne by this person.**

**This cover cannot be combined with the “Visit of a relative” cover.**

### **CONTINUATION OF STAY**

You are no longer hospitalised and the local doctors recommend that you continue your journey, we organise and cover, upon validation by our medical officer, the costs of additional transport by economy class airline or first class train for the continuation of the tour.

**Under no circumstances may the cost of continuing a stay exceed the cost of repatriation to the home.**

### **MEDICAL EXPENSES (OUTSIDE THE COUNTRY OF RESIDENCE)**

If medical expenses have been incurred with our prior agreement, we will reimburse you for the portion of these expenses that has not been covered by any insurance companies with which you have a policy.

We will only intervene once the reimbursements have been made by the aforementioned insurance companies, less a deductible, the amount of which is indicated in the Table of Cover, and subject to communication of the original proof of reimbursement from your insurance company.

This reimbursement covers the costs defined below, provided they relate to care received by you outside your country of residence as a result of an illness or accident occurring outside your country of residence.

In this case, we will reimburse the amount of the costs incurred up to the maximum amount indicated in the Table of Cover.

In the event that the insurance company to which you pay contributions does not cover the medical expenses incurred, we will reimburse the expenses incurred up to the amount indicated in the Table of Cover, subject to communication by you of the original invoices for medical expenses and the certificate of non-payment issued by the insurance company.

**This benefit will cease from the day we are able to repatriate you.**

Nature of expenses eligible for reimbursement (subject to prior agreement):

- medical fees,
- costs of medicines prescribed by a doctor or surgeon,

- costs of an ambulance prescribed by a doctor for transport to the nearest hospital and only in the event of refusal of cover by insurance companies,
- hospitalisation costs provided that you are deemed untransportable by decision of the Assistance doctors after consulting with the local doctor (hospitalisation costs incurred from the day we are able to repatriate you will not be covered),
- emergency dental costs (capped at the amount indicated in the Table of Cover, without a deductible).

**EXTENSION OF THE BENEFIT: ADVANCE OF HOSPITALISATION COSTS (OUTSIDE THE COUNTRY OF RESIDENCE)**

We may, within the limit of the amounts of cover provided for above, advance the hospitalisation costs that you must incur outside your country of residence, under the following cumulative conditions:

- the doctors of MUTUAIDE ASSISTANCE must judge, after consulting with the local doctor, that it is impossible to immediately repatriate you to your country of residence.
- the care to which the advance applies must be prescribed in agreement with the doctors of MUTUAIDE ASSISTANCE.
- you or any person authorised by you must formally undertake by signing a specific document, provided by MUTUAIDE ASSISTANCE during the implementation of this benefit:
  - to initiate the procedures to cover the costs through the insurance companies within 15 days of the date on which MUTUAIDE ASSISTANCE sends the information necessary for these procedures,
  - reimburse MUTUAIDE ASSISTANCE the sums received in this respect from the insurance companies within one week of receipt of these sums.

The costs not covered by the insurance companies shall be borne solely by us, and within the limit of the amount of cover provided for the "medical expenses" benefit. You must provide us with the certificate of non-payment issued by these insurance companies, within one week of receipt.

**In order to preserve our future rights, we reserve the right to ask you or your beneficiaries for a letter of commitment committing you to take the necessary steps with the social security bodies and reimburse us for the sums received.**

**If you fail to complete the payment procedures with the insurance companies within the deadlines, or if you fail to present to MUTUAIDE ASSISTANCE the certificate of non-payment issued by these insurance companies within the deadlines, you may not under any circumstances avail yourself of the "medical expenses" benefit and must reimburse all hospitalisation costs advanced by MUTUAIDE ASSISTANCE, which will, where applicable, initiate any useful recovery procedure, the cost of which will be borne by you.**

**SHIPMENT OF MEDICINES ABROAD**

During a covered trip outside your country of residence, you are deprived of medicines essential for your health, following a loss or theft. We cover the cost of finding and transporting these medicines, in the event that these medicines or their equivalents recommended by MUTUAIDE ASSISTANCE's doctors are not found on site (subject to obtaining from you the contact details of your general practitioner).

We handle the shipment of medicines by the fastest means, subject to local and French legal constraints.

**You will be responsible for customs duties and the cost of purchasing the medicines.**

**REPATRIATION OF BODIES**

You die during a covered trip. We organise the repatriation of your body to the place of the funeral in your country of residence.

In this context, we take care of:

- ✓ The costs of transporting the body,
- ✓ Costs related to conservation care imposed by applicable legislation,
- ✓ Costs directly necessitated by the transport of the body (handling, special arrangements for transport, packaging) up to the amount indicated in the Table of Cover.

### **DEATH FORMALITIES**

If the presence on site of a family member or close relative of the deceased proves essential to carry out the examination of the body and the formalities of repatriation or incineration, we will organise and pay for a round-trip first class train ticket or economy class air travel, as well as accommodation expenses (room and breakfast) incurred on behalf of this person up to the amount specified in the Table of Cover.

**All other costs shall be borne by the deceased's family.**

### **EARLY RETURN**

If you have to interrupt your trip prematurely in the cases listed below, we will pay for your additional transport costs and those of the beneficiary family members or of a person insured under this policy accompanying you, if the transport tickets provided for your return and theirs cannot be used as a result of this event, on the basis of a first class train ticket or economy class air ticket.

We intervene in the event of:

- hospitalisation of a member of your family, a person responsible for caring for your minor and/or disabled child who remains at home or your professional replacement.
- death of a member of your family, a person responsible for caring for your minor and/or disabled child who remains at the Domicile, or your professional replacement,
- serious claim affecting your main residence in your country of residence.

### **REPLACEMENT DRIVER**

If you become ill or are injured during a covered trip to one of the countries listed below and you can no longer drive your vehicle: if none of the passengers are able replace you, we will provide you with a driver to return the vehicle to your place of residence by the most direct route.

We cover the travel expenses and the driver's salary.

The driver is required to comply with labour laws, and in particular must - in the current state of French regulations - observe a 45-minute rest stop after 4 hours 30 minutes of driving, and the overall daily driving time is not to exceed 9 hours.

You must inform us if your vehicle is more than 8 years old and/or has more 150,000 km or if its condition and/or loading does not comply with the standards defined by the French Highway Code. We reserve the right not to send a driver.

In this case, instead of providing a driver, we provide and pay for a first class train ticket or economy class air ticket to go and pick up the vehicle.

This service applies only in the following countries:

France (including Monaco, Andorra, except DOM-ROM, COM and *sui generis* local authorities), Spain, Portugal, Greece, Italy, Switzerland, Liechtenstein, Austria, Germany, Belgium, Netherlands, Luxembourg, United Kingdom, Ireland, Denmark, Norway, Sweden, Finland, Iceland).

**Fuel costs, tolls, hotel and meals for any passengers remain at your expense.**

### **LEGAL ASSISTANCE ABROAD**

During a covered trip outside your country of residence, you may be subject to legal proceedings, imprisonment for non-compliance with or involuntary violation of local laws and regulations.

We will advance the bail required by the local authorities to allow your provisional release, up to the amount shown in the Table of Cover.

This advance must be repaid within one month of the submission of our request for reimbursement. If the bail is repaid to you before this period by the authorities of the country, it must be returned to us immediately.

We may reimburse you, up to the amount indicated in the Table of Cover, for the fees of legal representatives on whom you may be required to freely call if an action is taken against you, provided that the alleged acts are not subject to criminal penalties under the laws of the country.

**This cover does not apply to events relating to your professional activity or the custody of a motorised land vehicle.**

### **SEARCH AND RESCUE COSTS**

We cover, up to the amount specified in the Table of Cover, the costs of search and rescue at sea or in the mountains following an event that puts your life at risk. Only fees charged by a duly authorised company for these activities may be reimbursed.

**Under no circumstances can we replace the local emergency services.**

### **TRANSMISSION OF URGENT MESSAGES**

You are unable to contact someone in your country of residence. We will pass on the message if you are unable to do so.

The messages sent may not be serious or sensitive. Messages remain the responsibility of their authors, who must be able to be identified, and are only binding on them. We only act as an intermediary for their transmission.

### **ADVANCE OF FUNDS (only abroad)**

During a covered trip outside your country of residence, your means of payment or your official documents (passports, national identity card, etc.) have been lost or stolen.

By calling our department, we will inform you of the steps to be taken (filing a complaint, renewal of documents, etc.).

The information provided is the documentary information referred to in Article 66.1 of the amended law of 31 December 1971. This does not constitute legal consultation.

Subject to a certificate of theft or loss issued by the local authorities, we may grant you an advance of funds up to the amount indicated in the Table of Cover, against an acknowledgement of debt provided to MUTUAIDE ASSISTANCE

This advance is repayable to MUTUAIDE ASSISTANCE within 30 days of the funds being made available.  
**If payment is not made, we reserve the right to initiate any necessary recovery proceedings.**

#### **ARTICLE 4 – DESCRIPTION OF ADDITIONAL PERSONAL ASSISTANCE COVER**

If, during your trip, you are the victim of an illness or accident resulting in your emergency hospitalisation for more than 48 hours and your repatriation, we will provide you with additional services, provided that you request them within fifteen days of your return home.

**These services are provided only in France and are available from Monday to Saturday (excluding public holidays) from 8.00 a.m. to 7.00 p.m., provided that you contact us no later than 7.00 p.m. the day before the service is required.**

#### **HOME HELP**

If you are unable to carry out the usual household tasks yourself, we will search for, assign and pay for a home help, within the limit indicated in the Table of Cover.

#### **ARTICLE 5 – EXCLUSIONS FROM PERSONAL ASSISTANCE AND ADDITIONAL PERSONAL ASSISTANCE COVER**

**The following are not covered:**

- ◆ Trips undertaken for the purpose of diagnosis and/or treatment,
- ◆ Medical and hospitalisation expenses in the country of residence,
- ◆ Drunkenness, suicide or attempted suicide and their consequences,
- ◆ Any voluntary mutilation of the Insured,
- ◆ Benign conditions or injuries that can be treated on site and/or that do not prevent the Insured from continuing his/her trip,
- ◆ Conditions of pregnancy, unless an unforeseeable complication arises, and in any case, conditions of pregnancy beyond the 36th week, voluntary termination of pregnancy, and consequences of childbirth,
- ◆ Convalescence and conditions under treatment, not yet consolidated and presenting a risk of serious deterioration,
- ◆ Previously established illnesses that have led to hospitalisation in the 6 months preceding the date of departure for travel,
- ◆ Events related to medical treatment or surgery that are not unforeseen, unexpected or accidental,
- ◆ Prosthesis costs: optical, dental, hearing, functional, etc.
- ◆ The consequences of infectious risk situations in an epidemic context that are subject to quarantine or preventive measures or specific monitoring by the international and/or local health authorities of the country in which you are staying and/or the national health authorities of your country of origin.
- ◆ The costs of spa treatments, cosmetic treatments, vaccinations and the resulting costs,
- ◆ Stays in a nursing home and the resulting costs,
- ◆ Rehabilitation, physiotherapy, chiropractic treatment and the resulting costs,
- ◆ Planned hospitalisations.

**ARTICLE 6 – GENERAL EXCLUSIONS**

The following are not covered:

- ◆ Benefits that have not been requested during the trip or that have not been organised by us or in agreement with us, do not give rise, a posteriori, to reimbursement or compensation,
- ◆ Meals and hotel costs, except those specified in the text of the types of cover,
- ◆ Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,
- ◆ The amount of the convictions and their consequences,
- ◆ The use of narcotics or drugs not medically prescribed,
- ◆ The state of inebriation,
- ◆ Customs fees,
- ◆ Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence is issued as well as training for these competitions,
- ◆ The practice, in a professional capacity, of any sport,
- ◆ Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air locomotion vehicle,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- ◆ Costs incurred after the return from the trip or expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or restrictions by law enforcement,
- ◆ The use by the Insured of air navigation devices,
- ◆ The use of munitions, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Epidemics and pandemics, pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ The disintegration of atomic nuclei or any irradiation from a radioactive energy.

Under no circumstances may MUTUAIDE ASSISTANCE be held liable for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of atomic nuclei, the explosion of radioactive nuclear devices and nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseeable or force majeure event, as well as their consequences.

**ARTICLE 7 – OPERATING RULES FOR ASSISTANCE SERVICES**

Only the Insured's telephone call at the time of the event allows assistance services to be provided.

Upon receipt of the call, MUTUAIDE ASSISTANCE, after verifying the applicant's rights, shall organise and pay for the benefits provided for in this agreement.

To benefit from a cover, MUTUAIDE ASSISTANCE may ask the Insured to provide evidence of the capacity that he/she invokes and to produce, at his/her own expense, the evidence and documents proving this right.

The Insured must allow our doctors access to any medical information concerning the person for whom we are providing assistance. This information will be processed in accordance with medical confidentiality.

**MUTUAIDE ASSISTANCE may not under any circumstances replace the local emergency rescue organisations and will intervene within the limits of the agreements given by the local authorities, nor will it cover the costs thus incurred, with the exception of the costs of transport by ambulance or taxi to the nearest place where appropriate care can be provided, in the event of a minor illness or minor injuries that do not require repatriation or medical transport.**

The procedures that MUTUAIDE ASSISTANCE is required to perform are carried out in full compliance with national and international laws and regulations. They are therefore linked to the competent authorities' ability to obtain the necessary authorisations.

When MUTUAIDE ASSISTANCE has paid for the transport of an Insured, the Insured must return his/her unused initially planned return ticket.

MUTUAIDE ASSISTANCE shall decide on the nature of the air ticket provided to the Insured according to the possibilities offered by air carriers and the duration of the journey.

**ARTICLE 8 – REIMBURSEMENT CONDITIONS**

Reimbursements to the Insured may only be made by us on presentation of the original invoices paid corresponding to costs incurred with our agreement.

Requests for reimbursement should be sent to:

**MUTUAIDE ASSISTANCE  
Service Gestion des Sinistres [Claims Management Department]  
126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX**

**ARTICLE 9 – PROCESSING OF COMPLAINTS****1/ ASSISTANCE**

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your assistance cover, you can contact MUTUAIDE by calling **01.45.16.87.30**.

If your oral complaint is not satisfied, please write to us either by email to: [qualite.assistance@mutuaide.fr](mailto:qualite.assistance@mutuaide.fr) or by post at:

**MUTUAIDE****SERVICE QUALITE CLIENTS [CUSTOMER QUALITY DEPARTMENT]****126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX**

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

**2 / INSURANCE - DELEGATED MANAGEMENT BY BROKERS**

A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your insurance cover, you can contact GBC MONTAGNE by calling 04.79.07.30.70

If your verbal complaint is not satisfied, please write to us, either by email at: [agigliotti@gbc-mountain.com](mailto:agigliotti@gbc-mountain.com) or by post at:

**GBC MONTAGNE****298, Avenue Maréchal Leclerc****73700 BOURG ST MAURICE**

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website [www.mediation-assurance.org](http://www.mediation-assurance.org) or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts.

**ARTICLE 10 – DATA COLLECTION**

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

- The answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code).
- The processing of personal data is necessary for the subscription and performance of his/her policy and its cover, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed is retained for the period necessary for the performance of the policy or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to limitation periods.

- The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured are retained for a period of five (5) years from the termination of the policy or the termination of the relationship.

- His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to support the alert and then is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them is deleted after the period of five years from the date of registration on this list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes.
- Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Insured has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter is necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

These rights may be exercised with the Data Protection Officer of the Insurer:

- by email to: [DRPO@MUTUAIDE.fr](mailto:DRPO@MUTUAIDE.fr)
- or
- by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

## **ARTICLE 11 – SUBROGATION**

MUTUAIDE ASSISTANCE is subrogated, up to the amount of the compensation paid and the benefits provided by it, to the rights and actions of the Beneficiary, against any person responsible for the events that motivated its intervention. When the services provided under the agreement are covered in whole or in part through another company or institution, MUTUAIDE ASSISTANCE shall be subrogated to the rights and actions of the beneficiary against this company or institution.

## **ARTICLE 12 – LIMITATION PERIOD**

Pursuant to Article L.114-1 of the French Insurance Code, any action arising from this policy shall be time-barred two years from the event giving rise thereto. This period is extended to ten years for death cover, with the beneficiaries' actions being time-barred no later than thirty years from this event.

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;
- in the event of a claim, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the insured or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he/she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:

A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he/she was time barred interrupts the limitation period against all the others, even against their heirs.

On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code). A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to the payment of the claim compensation).

### **ARTICLE 13 – SETTLEMENT OF DISPUTES**

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the beneficiary's domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

### **ARTICLE 14 – FALSE DECLARATIONS**

**When they change the nature of the risk or reduce our opinion of it:**

- Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113.8 of the French Insurance Code.
- Any omission or inaccurate declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the French Insurance Code as provided for in Article L.113.9.

### **ARTICLE 15 – SUPERVISORY AUTHORITY**

The authority responsible for the supervision of MUTUAIDE ASSISTANCE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.